

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
OIC SERVICES, INC.

2. Registration No.  
5481

3. Name of Foreign Principal  
CONSELHO NACIONAL DE CARREGADORES

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

ATTACHED COPY OF CONTRACT

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Under the port regulation of the Government of Angola and prior to the arrival of vessels in Angola, data processing fees must be paid and Loading Certificates must be issued. We are responsible for the issuance of the Certificates and the collection of fees for the vessels and NVOCC and shippers and transfer same to the CNC in Angola. We also keep records on all issued Loading Certificates

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Type Loading Certificates and issue to the shippers, process and stamp the cargo manifest and return same to the vessel's owners. Collect the fees from the shipper, NVOCC and vessels. Keep records of the Loading Certificates and send twice monthly statements of activities and transfer of funds to the CNC in Angola.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

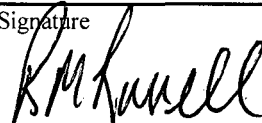
NOT APPLICABLE

USD/CES/REGISTRATION UNIT  
2011 JAN -6 AM 10:13

Date of Exhibit B  
January 3 2011

Name and Title  
R. M. Russell - President

Signature



Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



REPÚBLICA DE ANGOLA

MINISTÉRIO DOS TRANSPORTES  
CONSELHO NACIONAL DE CARREGADORES  
DIRECÇÃO GERAL

Sede: Palácio de Vidro, 5º andar; CX Postal 2223; Telefone +(244) 222-311339/310097/310806; Fax 222-310555- Luanda, Angola.

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AGENCY CONTRACT

BETWEEN

**CONSELHO NACIONAL DE CARREGADORES**  
("CNC" or "PRINCIPAL")

AND

**OIC - SERVICES**  
("OIC" or "AGENT")

ASD/CES/REGISTRATION UNIT  
2011 JAN -6 AM 10:13

Luanda, October 6<sup>th</sup> 2010

AGENCY CONTRACT

Between:

Conselho Nacional de Carregadores, with registered head office at Largo 4 de Fevereiro, Palácio de Vidro, 5th Floor, P. O. Box n.º. 2223, Luanda, Republic of Angola, duly represented by Mr. Francisco Agostinho Manuel Itembo, in his capacity as General Director, vested with the necessary and sufficient powers for this act, hereinafter referred to as "CNC" or "PRINCIPAL";

and

OIC Services, incorporated under USA law, with registered head office at 12337 Jones Road, Suite 301, Houston, Texas, 77070, USA, telephone n.º + 1 8329126820, fax n.º + 1 8329126864, e-mail: [info@oicservices.com](mailto:info@oicservices.com), taxpayer identification number (TIN) [REDACTED] Finance Bureau of ~~SECRETARY OF STATE~~ registered at AUSTIN TEXAS USA [specify commercial registry office], under the number 800007428, hereof represented by Mrs. Veronique Durnerin, of USA nationality, passport n.º [REDACTED] issued by USA [issuing authority], on 02 of FEBRUARY of 2017, valid until 02 of FEBRUARY of 2017, with its business address at the firm head office, hereof acting as Managing Director, vested with the necessary and sufficient powers for this act, in accordance with the authenticated copies of the articles of incorporation (Annex I) and the certificate from the commercial registry office (Annex II), hereinafter referred to as "OIC" or "AGENT";

CNC and OIC are jointly referred to as Parties or Parties to Contract;

It is freely and in good faith executed the Agency Contract hereof, hereinafter referred to as Contract, ruled by the following clauses:

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	<u>OIC</u> [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

## CLAUSE ONE

### (OBJECT)

1. Under the Contract hereof, the AGENT agrees to, in the geographical area stated under Clause Nine, maintain a close contact with CNC, shippers, ship owners, maritime agents and forwarding agents, as well as inform them, in an exact, punctual and updated manner, about every indicator pertaining to the proper operation of issuing loading certificates in the loading ports.
2. For the purposes stated in the preceding paragraph, the AGENT agrees to ensure that the loading certificates are completely and correctly filled, with the following information:
  - a) all quantities, weight and volume of bulk cargo;
  - b) registration number of all TEU containers ("twenty foot equivalent units") and/or FEU containers ("forty foot equivalent units");
  - c) import license, if available at the time of loading;
  - d) F. O. B. ("Free on Board") price of all transported goods;
  - e) freight cost of all transported goods;
  - f) any other relevant information on the B/L and on the commercial invoice.
3. The AGENT agrees furthermore to request ship owners the regularisation of the loading certificates issued at the port of loading, as well as undertaking all necessary procedures to ensure the abovementioned regularisation.

## CLAUSE TWO

### (INTEGRANT ELEMENTS OF THE CONTRACT)

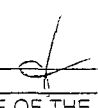
The following documents are an integrant part of the Contract:

- a) the text of the Contract, with its respective Clauses;
- b) its Annexes.

## CLAUSE THREE

### (CONTRACT INTERPRETATION)

1. Without prejudice of provisions under number 2 of article 238.º of the Civil Code, contractual statements between the Parties, reported under the Contract, shall not bear a

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sense that has no correspondence with the text of the respective document, even if imperfectly stated.

2. If there is any contradiction or incoherence between the contents of the Contract and any conditions established in the Annexes, the following order of priority shall be respected:

- a) Contract Clauses;
- b) conditions specified in the Annexes.

#### CLAUSE FOUR

(INITIALS "CNC")

Whenever it is used in the Contract hereof, initials CNC refer only to Conselho Nacional de Carregadores.

#### CLAUSE FIVE

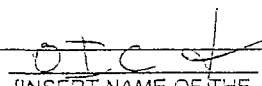
(CONTRACT INTEGRITY)

1. The Contract hereof is whole with its Annexes; in such a way that failure to comply with any of it by any of the Parties shall be considered as failure to comply with the other(s), with all its legal consequences.
2. The Contract includes all the Clauses and provisions agreed between the Parties.
3. No agent or Party representative holds the power to bind the Parties through any other statement, promise, contract or agreement that are not part of the Contract.

#### CLAUSE SIX

(PRIOR AGREEMENTS)

1. The Contract hereof constitutes the only valid will expression between the Parties regarding its object.
2. Any form of prior agreement, verbal or written, existing or supposedly existing between the Parties, by itself or by interposed representatives, agents or business managers or in any way considered its representatives, under contractual form or other, is as of the present date, null and void.

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3. Notwithstanding provisions under n.º 2, the AGENT agrees to conclude all services stipulated in contracts previously executed with CNC.

#### CLAUSE SEVEN

##### (VALIDITY)

1. The Contract hereof is executed for the duration of 1 (one) year, as of its effective date, set under the terms of Clause Eight, and is automatically renewed for equal and successive periods of 12 (twelve) months, unless any of the Parties opposes to its renewal, by a written communication addressed to the other Party, 3 (three) months prior to the initial term, or to the term of any of its subsequent renewals.
2. Without prejudice of provisions under n.º 2 of article 28.º of Law n.º 18/03, of 12<sup>th</sup> of August, acts performed by any of the Parties after the term set under the preceding number, shall be considered as simple contract settlement acts, and shall not be interpreted as a tacit declaration of Contract renewal.

#### CLAUSE EIGHT

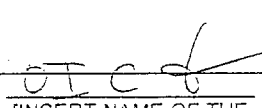
##### (LEGAL EFFECT AND CONTRACT VALIDITY)

1. The Contract and its Annexes are in full force and effect only after being signed by the Parties and after the AGENT delivered to CNC the original of the bank guarantee for Contract performance bond, stated under Clause Twenty Three.
2. The contract is in force on January, 1<sup>st</sup>, 2011.

#### CLAUSE NINE

##### (GEOGRAPHICAL AREA)

Without prejudice of provisions under Clause Ten, while the Contract is in force, the AGENT will perform its duties in the area of USA and Mexico.

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CLAUSE TEN  
(NON EXCLUSIVITY)

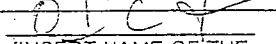
1. Notwithstanding provisions under Clause Nine, by executing the Contract hereof CNC is not barred from, at its own judgement, using, even though inside the same geographical area assigned to the AGENT or within the same circle of clients, other agents to perform activities that compete with those provided for under this Contract and/or those of the AGENT.
2. Within the geographical area stated under Clause Nine, CNC may, without prior intervention of the AGENT and without any right of the latter to any commission or compensation, execute any contracts, as well as issue loading certificates and practice other acts included in its powers and jurisdiction.

CLAUSE ELEVEN  
(REPRESENTATIVE POWERS)

Under the Contract hereof, the PRINCIPAL does not grant any representative powers to the AGENT, with exception of the necessary powers for the AGENT activities, without prejudice of extra services asked by CNC.

CLAUSE TWELVE  
(SHARE COMMISSION IN THE NATIONAL FREIGHT DUE TO CNC)

1. For CNC, the AGENT shall, in the geographical area best identified under Clause Nine, charge all participants on long haul maritime traffic to Angola share commissions on national freight (hereinafter referred to as "share commissions").
2. For conventional cargo, bulk or vehicle, the amount of share commissions to be charged over different modes of transport of goods reported on loading certificates is the result of the following calculus formulas, based on volume and/or weight:
  - a) share commission = volume x USD 5,00 or its equivalent in Euros;
  - b) share commission = (weight/1000) X USD 5,00 or its equivalent in Euros.
3. Share commission value to be applied to conventional transportation, in a loading certificate, shall be the greatest value resulting from the use of the formulas stated under subparagraph a) and b) of n.º 2.

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT		 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010		



4. Share commission value per each 10' (ten feet) container stated in a loading certificate is USD 50,00 (fifty United States of America dollars) or its equivalent in Euros at the exchange rate of the day such currency is bought in the foreign exchange market of the place of payment.
5. Share commission value per each 20' (twenty feet) container stated in a loading certificate is USD 100,00 (one hundred United States of America dollars) or its equivalent in Euros at the exchange rate of the day such currency is bought in the foreign exchange market of the place of payment.
6. Share commission value per each 40' (forty feet) container stated in a loading certificate is USD 200,00 (two hundred United States of America dollars) or its equivalent in Euros at the exchange rate of the day such currency is bought in the foreign exchange market of the place of payment.
7. Share commission value per liquid cargo ton carried is USD 0,5 (fifty cents of a United States of America dollar) or its equivalent in Euros at the exchange rate of the day such currency is bought in the foreign exchange market of the place of payment.
8. Share commissions provided for under the Clause hereof are the private and exclusive income of CNC, under the terms of governing legal provisions, without prejudice of the AGENT's right to receive payment for services effectively rendered to the PRINCIPAL, calculated under the terms provided for under Clause Fourteen.

#### CLAUSE THIRTEEN

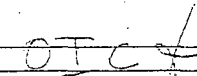
##### (FORMS)

The AGENT shall not charge any amount relating to forms.

#### CLAUSE FOURTEEN

##### (AGENT REMUNERATION)

1. For services rendered within the Contract hereof, particularly for the credit collection service, the AGENT is entitled to remuneration (referred to as "AGENT commission") equivalent to ( ) per cent) of the value of the share commission charged for each issued loading certificate.

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT Date October 5 <sup>th</sup> 2010	 [INSERT NAME OF THE AGENT]
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2. Remuneration provided for under the preceding paragraph is due only concerning the loading certificates that the AGENT has effectively issued during the Contract hereof, without prejudice of provisions under n.º 4 of Clause Sixteen.
3. The AGENT commission, set under n.º 1 of the Clause hereof, includes the special commission relating to credit collection costs, stated under subparagraph f) of article 14.º of Law n.º 18/03, of the 12<sup>th</sup> of August.
4. Remuneration set under n.º 1 of the Clause hereof is the amount due by CNC to the AGENT for services the latter effectively rendered, for contracts the AGENT promoted, for Contracts executed with clients canvassed by the AGENT, as long as executed before the end of the agency relationship, and for acts concluded by the AGENT during the legal effect of the Contract hereof, in the event of enjoying in the future of an exclusive right in a geographical area or group of clients and such contracts are executed with a client belonging to that area or group of clients.
5. The AGENT is not entitled to cost reimbursement for normal performance of its duties.
6. The AGENT will only be entitled to expense reimbursement of costs linked to special activities, in the case they have been previously authorised, in writing, by CNC, and the amount of the authorised expenses shall, in every case, be expressly reported in the above-mentioned authorisation.

#### CLAUSE FIFTEEN

##### (TRANSFER OF CHARGED SHARE COMMISSIONS)

1. The AGENT shall, each month, make two bank transfers with the amounts of share commissions charged for issuing loading certificates, to CNC account mentioned below, the first one being made at the end of the first two weeks and the second at the end of the second two weeks of each month:

Beneficiary: CNC – Conselho Nacional de Carregadores

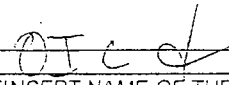
Bank: Banco Regional do Keve, BRK

Account Number: [REDACTED]

Swift Code: [REDACTED]

IBAN: [REDACTED]

Adress: Agência Robert Hudson, Rua Rainha Ginga 77

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
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2. Whenever the share commission amounts to be transferred to CNC account are lower than the bank expenses resulting from that transfer or whenever the AGENT does not issue loading certificates for 15 (fifteen) days, the AGENT shall make one single transfer at the end of the month in question.
3. Within 48 (forty-eight) hours as of fifth day after the date the bank transfer of the share commission must be made, the AGENT shall send CNC, by email or fax, copies of the documents proving the execution of such transfer.
4. In case of AGENT delay in fulfilling its obligation to transfer any amounts due to CNC, namely share commissions, the AGENT is bound to pay CNC, without being questioned for such purpose, besides the amounts to be transferred, interest on late payment of such amounts at the legal rate of interest in force at the moment of the delay, increased with a 2% (two per cent) overtax, as penal Clause, until an effective and full payment is made.
5. For the purposes provided for under n.º 4, any bank transfer to CNC, made by the AGENT delayed will be charged, in the following order, for payment of:
  - a) possible compensations for delay resulting of provisions under n.º 4 of the Clause hereof;
  - b) any amount due to CNC, particularly share commissions.
6. CNC may terminate the Contract hereof, if the AGENT fails to comply with its obligation to perform a bank transfer of any amount owed to CNC for more than 5 (five) days as from the date such transfer was to be performed.

#### CLAUSE SIXTEEN

##### (ISSUE OF LOADING CERTIFICATES)

1. It is expressly forbidden to the AGENT to issue loading certificates through any other system than system SIGA.
2. In case of communication failure, caused by maintenance work on SIGA, ineffectiveness of the Internet Service Provider (ISP) of CNC or other situation leading to SIGA service unavailability, the AGENT shall send CNC, by email, all relevant information about loading certificates requests presented during the period SIGA system is inoperative.

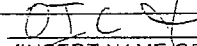
CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	DTC [INSERT NAME OF THE AGENT]
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3. All loading certificates requested during SIGA system inoperability will be issued by CNC in Angola and withdrawn there by the interested parties.
4. In situations mentioned under n.º 3 of the Clause hereof, the AGENT is entitled to receive only the retribution calculated pursuant to the terms set under n.º 1 of Clause Fourteen, corresponding to the loading certificates issued by CNC in substitution of the AGENT, with exception of emoluments pertaining to services provided.
5. Without prejudice of provisions under n.º 4, CNC is entitled to, in Angola, whenever considered convenient or suitable, issue loading certificates, in the geographical area assigned to the AGENT, best identified in Clause Nine, and the AGENT has not, in such case, the right to receive any amount, whether as commissions, whether as compensation, or under any other basis.

#### CLAUSE SEVENTEEN

##### (ISSUE OF LOADING CERTIFICATES BY THE AGENT OUTSIDE ITS GEOGRAPHICAL AREA)

1. It is strictly forbidden to the AGENT to issue loading certificates with a loading port situated within the geographical area of another agent, except in cases such issue was previously authorised in writing by CNC.
2. In cases CNC has authorised, previously and in writing, the AGENT to issue loading certificates outside its geographical area, the following will happen:
  - a) retribution provided for under n.º 1 of Clause Fourteen, due to the AGENT by reason of the effective issue of each loading certificate, shall be distributed, in equal parts (50 per cent of the established commission), by the AGENT and the agents authorised to operate in the geographical area the issue of the loading certificate took place;
  - b) for each loading certificate issued outside its geographical area, the AGENT shall transfer to the bank account owned by CNC, best identified under n.º 1 of Clause Fifteen, the amount of share commission charged for the issue of the loading certificate deducted of the amount the AGENT is entitled to by reason of enforcement of subparagraph a). Automatically, for the same financial year, system SIGA compensates agents authorised to operate in the geographical area

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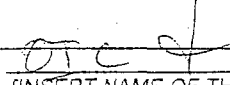
the issue of the loading certificates took place, i.e., amounts to be transferred to CNC by those agents are deducted from the remuneration they are entitled to, by reason of enforcement of subparagraph a) such us 90 per cent of the commission value to CNC and 5 per cent for the other agent;

- c) if, during a certain amount of time, the AGENT did not issue loading certificates or if the value of remunerations pertaining to loading certificates that he has issued is lower than remunerations it is entitled to by force of issue of loading certificates, in the geographical area best identified under Clause Nine, by agents assigned to other geographical areas, the AGENT shall have a positive balance with CNC, which can be used to compensate for amounts to the transferred to CNC, in the future. In such cases, compensation is not made automatically, as stated under subparagraph b).

#### CLAUSE EIGHTEEN

##### (LOADING CERTIFICATES PERTAINING TO GOODS ALLOCATED FOR DONATION)

1. Issue of loading certificates pertaining to goods allocated for donation is exempt from payment of share commissions, with the exception of fees due for issue of loading certificates, which shall always be paid.
2. Notwithstanding provisions under the preceding paragraph, the AGENT shall always send to CNC, by email or fax, all relevant documents proving that the goods to be shipped are allocated for donation.
3. CNC is the only competent entity to decide if goods included in a loading certificate shall or shall not be considered as allocated for donation, and the AGENT must, always, present the issue of corresponding loading certificates to the prior written approval of CNC.
4. As soon as the loading certificate is issued, the AGENT shall send to CNC the number of the certificate generated by SIGA, in order for the issue to be exempt from payment of share commissions.
5. For issuing the loading certificates stated in the Clause hereof, no remuneration is due to the AGENT.

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## CLAUSE NINETEEN

### (EXPENSES, CHARGES, COMPENSATIONS AND INDEMNITIES)

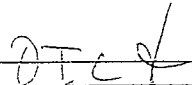
1. The AGENT agrees to perform the payment of all and any expenses and charges resulting from the Contract, including particularly:
  - a) expenses and charges resulting from negotiation and execution of the Contract;
  - b) expenses and charges resulting from fund processing, and in general, from all other operations and transactions inherent to compliance with provisions under the Contract;
  - c) expenses and charges of fiscal nature, resulting from the execution and enforcement of the Contract or its eventual renewals, alterations and/or termination;
  - d) judicial and extrajudicial expenses CNC may incur in to guarantee and/or charge credits emerging from the Contract and enforcement of guaranties, including lawyer fees.
2. The AGENT agrees to pay CNC the amounts due under the terms of the Clause hereof, within 3 (three) working days as of the date of reception of the written communication specifying the origin, document justification and amount to be paid, which may be sent by CNC for the purpose stated.

## CLAUSE TWENTY

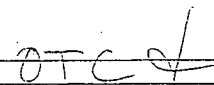
### (AGENT OBLIGATIONS)

During the legal effect period of the Contract, the AGENT agrees particularly to:

- a) comply with its obligations provided for in the Contract in time, with professional zeal and diligence;
- b) help CNC with the compliance of its legal duties in the geographical area attributed to the AGENT, in compliance with instructions transmitted by CNC;
- c) pursue CNC interests and advocate them;
- d) act in good faith and cooperate, according to its duties, with CNC to execute the full implementation of the contractual purpose;

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

- e) respect the instructions of CNC, mainly when it concerns its commercial politics or the object of the Contract;
- f) reply diligently to questions raised by CNC and collaborate with it, whenever requested, considering the punctual compliance of AGENT obligations provided for in the Contract;
- g) account its activity to CNC in a month, semester and a year basis;
- h) provide CNC all information requested or necessary for a good management;
- i) inform CNC about market situation and evolution perspectives;
- j) provide any information and/or document reasonably requested by CNC concerning its economical and financial, associate or legal situation, as well as its situation regarding treasury and Social Security;
- k) comply with legal requirements for the performance of its duties;
- l) possess and maintain a structure, organisation and functioning adequate to provide CNC a good quality service;
- m) have and keep at its service, competent, efficient personnel, with training requirements and professional experience required to perform its duties;
- n) replace, in the shortest amount of time possible, any employee, when required in writing by CNC, in the case of confirmed neglect, incompetence or lack of qualifications or zeal of that employee;
- o) destroy and/or return to CNC, within 15 (fifteen) working days, as of the end of the Contract, all confidential data and information that have, under any way, came to its knowledge in order to pursue and enforce the Contract;
- p) communicate to CNC important changes in its organisation or activity, within a month after its implementation;
- q) communicate to CNC the approval or alteration of the head office to another country, merger, split or transformation project, within a month after its implementation or determination project for its dissolution or liquidation;
- r) communicate to CNC its list of partners or shareholders , as well as any alterations to its structure;

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT Date October 6 <sup>th</sup> 2010	 [INSERT NAME OF THE AGENT]
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- s) use, diligently, the SIGA system or any other operating system indicated or authorised by CNC, in compliance with the user's manual;
- t) insert in the SIGA system, or in any other operating system indicated or authorised by CNC, data to issue the loading certificates in compliance with instructions given by CNC and information classification rules of SIGA, in order to guarantee the exactitude of statistical data required by CNC and prevent report errors;
- u) insert in the SIGA system, or in any other operating system indicated or authorised by CNC, the weight and volume amounts of conventional cargo, bulk and vehicles, and the used freight, that shall be reported in the respective loading certificates;
- v) abstain from placing in circulation loading certificates that have not been issued and validated by SIGA or any other operating system indicated or authorised by CNC;
- w) refrain from accessing to SIGA and/or use this operating system by means that are not described in the corresponding user's manual;
- x) make available to CNC, whenever requested by it, all documents and records pertaining to operations executed under the Contract hereof, namely those concerning issue and circulation of loading certificates, as well as supply, as provided under the terms set by CNC, copies of such documents and records, and reply to any question placed by CNC concerning those documents and records;
- y) bring into operation any mechanism or electronic support containing information relating to operations executed under the terms of the Contract hereof, or allow that such mechanism or support is brought into operation, in order to provide CNC all relevant information;
- z) allow CNC, through its Internal Audit Office or external auditors hired by CNC, to perform, in the AGENT facilities, audits concerning operations performed under the terms of the Contract hereof, those audits including, particularly, the inspection of relevant documentation, records, accounts and electronic or computer systems;

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT Date October 6 <sup>th</sup> 2010	OIC ✓ [INSERT NAME OF THE AGENT]
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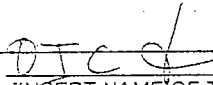


- aa) warn CNC, immediately, whenever it is temporarily unable to comply with the Contract, wholly or partly;
- bb) inform all interested parties about the powers it holds, namely through signs posted in their work places and on all documents where it is identified as CNC AGENT, namely invoices, receipts, discharge documents and stationary, clearly stating on it that it does not hold any representative powers.

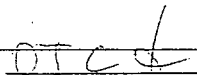
#### CLAUSE TWENTY-ONE

##### (CONFIDENTIALITY AND SECRECY OBLIGATION)

1. The AGENT takes on the duty of confidentiality and secrecy, agreeing to:
  - a) maintain under strict confidentiality and for undetermined time, the contents of the Contract, as well as any information that it might get about CNC under its performance, unless the latter gives prior written consent to its disclosure;
  - b) impose its subsidiaries, subcontracted and agents, as well as its employees, collaborators, consultants, assistants, representatives or commissioners that, pursuant to its duties, have access to privileged, classified or confidential information, the confidentiality obligation set on the preceding subparagraph, being responsible, under the general terms applicable to civil liability, for the actions of legal and auxiliary representatives and for all damages caused by breach of this obligation;
  - c) use confidential information to which it has access, solely and exclusively towards the effects and within the frame of provision of Services regulated in the Contract, refraining from any use outside such context and regardless of its purposes, whether for its own benefit or for a third party benefit;
  - d) not transmit, spread, publish or disclose, direct or indirectly, to others any confidential information, without prior written consent from CNC;
  - e) not allow others to access, direct or indirectly, any confidential data and information;
  - f) not use, for its own or others profit, any confidential data and information;

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

- g) not use, for its own benefit nor disclosing to others, whether during the legal effect of the Contract or after its term, any confided CNC secrets, or that came to its knowledge during the performance of its duties;
  - h) keep in a safe place all confidential information and data;
  - i) not copy, duplicate or reproduce any confidential information and data without prior written consent from CNC.
- 2. The contents of the Contract and any other documents, methods, "know-how" and processes developed or used by CNC are vested with confidential nature, namely those in the system SIGA, as well as commercial information concerning importers and exporters and data relating to infractions made and penalties applied, whether such data and information were given to the AGENT by CNC, whether it came to its knowledge by any other mean.
- 3. It is not considered confidential, for the purposes provided for under the Contract, information that:
  - a) CNC authorises, in writing, to be disclosed;
  - b) the Parties are forced, legal or judicially, to disclose, under the requirement that all proceedings established by law were complied with.
- 4. In the extent the AGENT must disclose confidential information, it shall disclose information specifically requested in compliance with governing law, and must keep CNC informed, at all times, about what is requested and the nature of the information disclosed, making sure that third parties receiving such information sign, whenever possible, confidentiality agreements at least as restrictive as the ones establishes under the Clause hereof.
- 5. The AGENT assures that security and integrity criteria concerning data and communication are in place for any information provided or that comes to its knowledge and guarantees that all data exchanged will remain confidential, true and detectable.
- 6. The AGENT agrees to place servers destined to be used for the Services in secure and closed areas.

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

7. Access to areas and servers mentioned under n.º 6 shall be exclusively reserved to AGENT employees and shall be made, at all times, under the entire and exclusive responsibility of the AGENT.
8. The AGENT guarantees that systems used are dully protected in a reasonable and appropriate manner in accordance with governing industry standards with, for example, *firewall* protection, prevention and interdiction of non-authorised access (*e. g.*, user identification and *passwords*) and CNC copyright protection.
9. Confidentiality obligation remains in force after the Contract term.
10. Non compliance with provisions under the preceding numbers and/or obligations stated in it gives CNC the right to rescind, with just cause, the Contract hereof, the AGENT incurring the obligation to pay CNC an amount corresponding to the triple average monthly remuneration received by the AGENT, as penal clause, without prejudice of the obligation of taking responsibility for the remaining damages caused to CNC and third parties.
11. Duty to compensate stated under n.º 10 remains even after the Contract is no longer in force, within the scope of post-contractual liability.

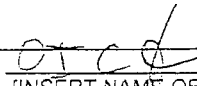
#### CLAUSE TWENTY-TWO

##### (ADVERTISEMENTS)

1. The AGENT agrees to promote the publication, at its own expense, in two newspapers with greater circulation in each of the countries included in the geographical area best identified under Clause Nine, of advertisements holding the mention to the Parties involved and/or official organisation of port authorities pertinent to that area.
2. Within 10 (ten) days as of the date of publication, the AGENT shall send CNC, by registered mail, a copy of the newspapers where the advertisements mentioned under the preceding paragraph were published.

#### CLAUSE TWENTY-THREE

##### (GUARANTEE OF EXECUTION)

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

To guarantee the exact and punctual execution of any obligations and responsibilities emerging from the Contract hereof, the AGENT agrees to deliver CNC and payable to it, an autonomous, irrevocable, unconditional and on first demand bank guarantee, in an amount corresponding to USD 100.000,00 (hundred thousand United States of American dollars), written under the terms and conditions established in Annex III, an integrant part of the Contract hereof, and provided by a Bank or Financial Institution accepted by CNC.

**CLAUSE TWENTY-FOUR**  
**(TRANSFER AND SUB AGENCY)**

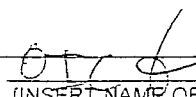
1. The AGENT shall not transfer to a third party its contractual position, without prior written agreement from CNC.
2. CNC can freely transfer, wholly or partially, its credits or contractual position, when it does not result on worse conditions for the AGENT than the ones herein established.
3. CNC is authorised to deliver to potential transferees a copy of the Contract and its guarantees and its transfer process.

**CLAUSE TWENTY-FIVE**  
**(PERFORMANCE OF RIGHTS)**

Non performance or late performance or partial performance of any right that assists to CNC does not involve renouncing that right and its does not prevent its posterior performance, and does not constitutes moratorium or debt novation.

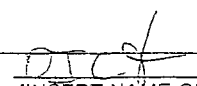
**CLAUSE TWENTY-SIX**  
**(COMMUNICATION BETWEEN THE PARTIES)**

1. Without prejudice of provisions under other Clauses of the Contract, communication between the Parties shall be written.
2. Communication will be considered in effect when personally transmitted to an authorised representative of the Party to which it is addressed.
3. Communication can be made under any of the forms hereinafter described:
  - a) personal deliver in hand, at the address of the addressee, when duly signed by him/her;

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT Date October 6 <sup>th</sup> 2010	 [INSERT NAME OF THE AGENT]
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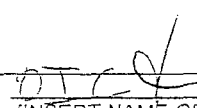
- b) registered letter with acknowledgement receipt;
  - c) by fax;
  - d) by *e-mail*.
4. Communication is considered valid and in effect:
- a) in cases of subparagraphs *a)* and *b)* under n.º 3, on the date the communication is delivered;
  - b) in cases of subparagraphs *c)* and *d)* under n.º 3, the working day subsequent to the confirmed transmission of a communication.
5. Addresses for communication between the Parties are as follows:
- a) *Conselho Nacional de Carregadores*  
Care of: Dr. Francisco Agostinho Manuel Itembo  
Address: Largo 4 de Fevereiro, Palácio de Vidro, 5.º andar, P. O. Box n.º 2223,  
Luanda, República de Angola  
Telephone: (+244) 222 311339 / (+244) 222 310097 / (+244) 222 310806  
Fax: (+244) 222 310555  
E-mail: [agostinho.itembo@cnc-angola.gv.ao](mailto:agostinho.itembo@cnc-angola.gv.ao)
  - b) *AGENT*  
Care of: Mrs. Veronique Durnerin  
Address: 12337, Jones Road, Suite 301, Houston, Texas, 77070, EUA  
Telephone: + 1 8329126820  
Fax: + 1 8329126864  
E-mail: [info@oicservices.com](mailto:info@oicservices.com)
6. Communication that, for reasons non-imputable to the Party sending it, are returned, produce the same effect as if received.
7. Any of the Parties can change the address for communication purposes; through a written notification to the other Party.

CLAUSE TWENTY-SEVEN  
(CONTRACT DISSOLUTION)

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

1. CNC may dissolve immediately the Contract hereof through a written notification to the AGENT within a maximum of 30 (thirty) days after the knowledge of any of the following events:

- a) if the AGENT does not comply with any of the obligations provided for under the Contract hereof, namely obligations set forth under Clause Twenty;
- b) if the AGENT, after being duly notified for such purpose, does not solve the non compliance of its contractual obligations within 5 (five) days — or any additional time limit that CNC establishes in writing — after receiving the notification about such non compliance;
- c) if the AGENT ceases payment, declares bankruptcy or insolvency, starts a judicial settlement, or dissolution, settles debt pardons with creditors, whether mandatory or voluntarily;
- d) if the AGENT concludes any debt payment agreement with its creditors, which reveals its inability to solve its agreements with CNC;
- e) if the analysis made by CNC of the financial demonstrations supplied by the AGENT under the terms of the Contract hereof reveals a considerable decrease in its solvency capacity, or if an intentional inaccuracy is detected or an omission of certain elements of account pieces presented;
- f) if the AGENT provides CNC a false declaration producing consequences over its rights, obligations or interests;
- g) if, after a case of force majeure, the AGENT is unable to perform a substantial part of its performance for a period superior to 30 (thirty) days;
- h) if there is an objective alteration of the AGENT's situation that makes inexact any of the declarations or guarantees provided by it in the Contract;
- i) if the AGENT does not fulfil any non-pecuniary or pecuniary obligation in any amount regarding CNC, namely the obligation to transfer to CNC the share commissions stated under Clause Twelve;
- j) if the AGENT suspends, interrupts or ceases its activity;
- k) if the AGENT charges others, under, by virtue of or linked with the Contract hereof, any amount distinct of the share commissions stated under Clause Twelve;

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

- 1). if the AGENT issues loading certificates through any other system other than SIGA system, without prior CNC Management authorization.
2. When it is a continuous and lasting fact, the time limit determined under the previous number is set as of the date the fact ceased.
3. Contract dissolution is in force through a notification addressed to the AGENT, sent by email, fax or registered letter with acknowledgement receipt sent to the address of the AGENT stated under subparagraph *b)* n.º 5 of Clause Twenty Six, in which it shall be reported not only the justification for the dissolution but also the amount claimed by CNC.
4. Dissolution will be in force on the third day after the communication is sent pursuant to n.º 3, and the AGENT has 5 (five) working days to pay any amount stated in it.
5. Contract dissolution grants CNC the right to compensation for all damages suffered.

#### CLAUSE TWENTY-EIGHT

##### (PUBLIC INTEREST)

Based upon a decision by the Angolan Government and for duly established public interest, this Contract could be terminated without the right to any indemnity and for that purpose only CNC shall communicate to the AGENT within a reasonable time frame, but never less than 30 (thirty) days.

#### CLAUSE TWENTY-NINE

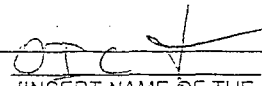
##### (GOVERNING LAW)

The Contract hereof, its interpretation, integration and compliance and the relations between the Parties are ruled by the legislation in force in the Republic of Angola.

#### CLAUSE THIRTY

##### (RESOLUTION OF DIFFERENCES)

All differences emerging from the interpretation and execution of the Contract hereof will be resolved amicably, and in the lack of consensus, the competent Court to settle differences will be the Provincial Court of Luanda.

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	

### CLAUSE THIRTY-ONE


#### (ALTERATIONS TO THE CONTRACT AND ADDITIONAL CLAUSES)

1. All alterations to the Contract or its integrating documents, as well as amendments agreed between the Parties, will only be valid when stipulated in written document and signed by both Parties, with a clear mention to the Clauses total or partially eliminated and the phrasing of emended or altered Clauses.
2. No additional Clause to the terms and conditions of the Contract shall be inserted without written agreement from both Parties.
3. Each Party shall, however, pay due attention to the additional Clauses proposed by the other Party.

### CLAUSE THIRTY-SECOND

#### (AGREEMENT REVOCATION OR DISSOLUTION)

1. Both Parties agree to revoke, by mutual consent, the Agency Contract executed between them, at Luanda, on 29 of November 2007, and its subsequent extensions.
2. Revocation or dissolution mentioned under the Clause hereof is made by mutual consent of the Parties to Contract and will produce immediate effects, as of the date the Contract hereof is in force.
3. As of the effective date of the Contract hereof, the validity and effect of all Clauses and dispositions of the contractual instrument stated in n.º 1, ceases immediately.
4. Revocation or dissolution is made the same way the dissolved contractual instrument.
5. Each Party is and will be solely and exclusively responsible for any obligations and/or agreements made with third parties in the pendency of validity of the dissolved contractual instrument.
6. Revocation by mutual consent, under the terms of the Clause hereof, does not grant any of the Parties the right to any indemnity or compensation.
7. Both Parties expressly renounce to any compensation or indemnity that can or could arise from the dissolved contractual instrument.
8. Each Party is and will be solely and exclusively responsible for punctual payment of taxes, fees and other contributions that might be due under the execution and

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT	 [INSERT NAME OF THE AGENT]
	Date October 6 <sup>th</sup> 2010	



enforcement of the Contract hereof and of the contractual instrument dissolved through it.

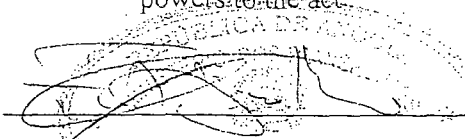
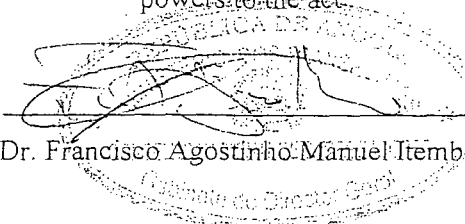
**CLAUSE THIRTY-THIRD**  
**(ORIGINALS AND AUTHENTIC COPIES)**

1. The Contract hereof is executed in two originals and a set of authentic copies of it, composed of copies in Portuguese and English.
2. One original of the Contract shall remain in possession and under the care of CNC, the other original being designed for the AGENT.
3. The set of authentic copies stated under n.º 1 is designed for Ministry of Transports of the Republic of Angola.
4. In case of differences between the Portuguese and English version of the Contract, the Portuguese version will always prevail.

*The Contract hereof corresponds to the real and declared will of both Parties to Contract, and was executed freely and in good faith in two copies, which include 3 (three) annexes, signed and initialled by the Parties to Contract.*

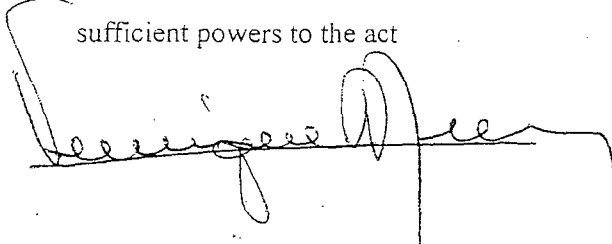
*Luanda, on the sixth days of the month of October of two thousand and ten.*

For and on behalf of CNC, as Managing Director, vested with the necessary and sufficient powers to the act.

  
Dr. Francisco Agostinho Manuel Itembo  


MSD/CES/REGISTRATION UNIT  
2011 JAN -6 AM 10:14

For and on behalf of the AGENT, as Managing Director, vested with the necessary and sufficient powers to the act

  
12/29/2010

CONSELHO NACIONAL DE CARREGADORES	AGENCY CONTRACT Date October 6 <sup>th</sup> 2010	NTC [INSERT NAME OF THE AGENT]
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# BANK GUARANTEE FOR CONTRACT PERFORMANCE BOND

## BANK GUARANTEE N.º \_\_\_\_\_

On behalf and by request of \_\_\_\_\_ *[agent's name or company]*, company \_\_\_\_\_, with registered head office at \_\_\_\_\_, n.º \_\_\_\_\_, \_\_\_\_\_ *[street, number, city and country]*, with share capital of *[USD/€/other currency]* \_\_\_\_\_,00 (\_\_\_\_\_), taxpayer identification number (TIN) \_\_\_\_\_, Finance Bureau of \_\_\_\_\_, registered at \_\_\_\_\_ *[specify commercial registry office]*, under the number \_\_\_\_\_, hereinafter referred to as "\_\_\_\_\_" or "AGENT", the BANK \_\_\_\_\_, S. A. R. L., head quarters in Luanda, in the Street \_\_\_\_\_, n.º \_\_\_\_\_, herein represented by Mr. \_\_\_\_\_, \_\_\_\_\_ nationality, holder of the identification card n.º \_\_\_\_\_, issued by \_\_\_\_\_ *[issuing authority]*, on the \_\_\_\_ of \_\_\_\_\_ of 20\_\_\_\_, valid until the \_\_\_\_ of \_\_\_\_\_ of 20\_\_\_\_, with its business address at the firm head quarters, hereof acting as \_\_\_\_\_ *[specify under which quality it intervenes in this act, for example, chief executive officer, president of the executive board, administrator or procurator]*, vested with the necessary and sufficient powers for the act *[confirm the quality under which he intervenes and the powers he is vested with by analysing the authenticated copy of a duly updated certificate from the commercial registry office]*, by this document provides, in favour of Conselho Nacional de Carregadores de Angola, with head quarters at Largo 4 de Fevereiro, Palácio de Vidro, 5.º andar, P. O. Box n.º 2223, Luanda, Republic of Angola, an autonomous, irrevocable and unconditional bank guarantee, issued on first demand, up to the amount of USD \_\_\_\_\_,00 (\_\_\_\_\_ United States of America dollars), destined to guarantee the comprehensive fulfilment of obligations taken on by the entity guaranteed under the Agency Contract executed in Luanda on the \_\_\_\_<sup>th</sup> October 2010.

CONSELHO NACIONAL DE CARREGADORES DE ANGOLA	AGENCY CONTRACT	[INSERT NAME OF THE AGENT]
	Date October ____ <sup>th</sup> 2010	

This guarantee serves as currency, the warrantor taking responsibility, with no reservations, to deliver all and every amount, up to the guarantee limit, as soon as summoned by a simple written notification by the beneficiary entity (Conselho Nacional de Carregadores de Angola).

It is settled that the warrantor Bank, in case it is called upon to honour the guarantee hereof, shall not take into consideration any objections of the guarantee entity (\_\_\_\_\_), and it is also forbidden to present the beneficiary entity (Conselho Nacional de Carregadores de Angola) any reservations or means of defence which the guaranteed entity may use against the warrantor.

The warrantor Bank must execute the payments without reservations, restrictions or conditions, when Conselho Nacional de Carregadores de Angola invokes the present guarantee and indicates the amount to be paid.

Any payment made under the guarantee hereof must be made by transfer to the bank account that Conselho Nacional de Carregadores de Angola indicates for such purpose when the claim is presented, and that bank account must be credited within 72 (seventy two) hours immediately after the complaint, without which the warrantor Bank is due to pay interest on deferred payments, until an effective and full payment, calculated at the legal rate in effect at the moment the late payment starts, is made.

This guarantee remains valid during the entire period the Agency Contract is in force, and it cannot be annulled or altered without consent from the beneficiary entity (Conselho Nacional de Carregadores de Angola) regardless of the settlement on any due allowances.

Luanda, \_\_\_\_<sup>th</sup> of October of 2010.

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(Signature recognised by a notary and with an authentication term)

CONSELHO NACIONAL DE CARREGADORES DE ANGOLA	AGENCY CONTRACT	[INSERT NAME OF THE AGENT]
	Date October ____ <sup>th</sup> 2010	

- 1 -

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:TO : RECEIVING PARTY NAME AND ADDRESS
: : FIRNZAJJ
: : FIRSTSTRAND BANK LIMITED
: : 1ST FLOOR, 4 FIRST PLACE, BANK CITY
: : CNR, PRITCHARD AND SIMMONDS STREET
: : JOHANNESBURG, ZA 2001
:
:27 : SEQUENCE OF TOTAL
: : 1/1
:
:40A: FORM OF STANDBY CREDIT
: : IRREVOCABLE STANDBY
:
:20 : STANDBY CREDIT NUMBER
: : ████████████████████
:
:23 : REFERENCE TO PRE-ADVICE
:
:31C: DATE OF ISSUE
: : 110104
:
:40E: APPLICABLE RULES
: : ISP LATEST VERSION
:
:31D: DATE AND PLACE OF EXPIRY
: : 120131 AT OUR COUNTERS
:
:51D: APPLICANT BANK
:
:
:
:
:
:
:50 : APPLICANT
: : OIC SERVICES, INC.
: : 12337 JONES RD, SUITE 301
: : HOUSTON, TX 77070
:
:
:
:
:59 : BENEFICIARY
: : BANCO REGIONAL DO KEVE, SARL
: : SWIFT: ████████████████
: : AGENCIA ROBERT HUDSON 77 RAINHA
: : GINGA, LUANDA, ANGOLA
:
:32B: CURRENCY CODE, AMOUNT
: : USD 100,000.00
:
:39A: PERCENTAGE CREDIT AMOUNT TOLERANCE
:
:

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Operations Group  
Northern California  
One Front Street, 21st Floor  
San Francisco, CA 94111

- 2 -

:41D: AVAILABLE WITH ... BY ...  
: : FIRSTRAND BANK LIMITED,  
: : JOHANNESBURG, SOUTH AFRICA  
: : BY PAYMENT

:47A: ADDITIONAL CONDITIONS

: : BENEFICIARY:  
: : BANCO REGIONAL DO KEVE, SARL  
: : SWIFT: [REDACTED]  
: : ROBERT HUDSON 77 RAINHA GINGA  
: : LUANDA, ANGOLA

: : ATTENTION: GUARANTEE DEPT..... URGENT

: : PLEASE ISSUE YOUR STANDARD PERFORMANCE BOND GUARANTEE WITH THE  
: : FOLLOWING DETAILS:

: : QUOTE

: : TO:  
: : CONSELHO NACIONAL DE CARREGADORES DE ANGOLA  
: : LARGO 4 DE FEVEREIRO PALACIO DE VIDRO 50 ANDAR  
: : LUANDA REPUBLIC OF ANGOLA

: : FOR A CONTRACT DATED OCTOBER 6, 2010 BETWEEN CONSELHO NACIONAL DE  
: : CARREGADORES DE ANGOLA (CNC) AND OIC SERVICES, INC. (AGENT) FOR  
: : DOCUMENTATION SERVICES FOR A LOADING CERTIFICATE FOR MARITIME  
: : CARGO LOADED IN THE USA,

: : YOUR GUARANTEE EXPIRES ON DECEMBER 31, 2011.

: : UNQUOTE

: : DELIVERY INSTRUCTIONS: YOU ARE AUTHORIZED TO DELIVER YOUR LOCAL  
: : GUARANTEE TO THE FOLLOWING: MR. FRANCISCO AGOSTINHO MANUEL  
: : ITEMBO, IN HIS CAPACITY AS GENERAL DIRECTOR, CONSELHO NACIONAL DE  
: : CARREGADORES DE ANGOLA, LARGO 4 DE FEVEREIRO PALACIO DE VIDRO 50  
: : ANDAR, LUANDA REPUBLIC OF ANGOLA, PHONE NUMBER: 244 222 311 339  
: : OR 244 222 311 897, FAX NUMBER: 244 222 310 097.

: : IN CONSIDERATION OF ISSUING YOUR GUARANTEE AS ABOVE, WE HEREBY  
: : ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO.  
: : [REDACTED] (THE 'LETTER OF CREDIT') FOR THE ACCOUNT OF OIC  
: : SERVICES, INC. 12337 JONES ROAD, SUITE 301, HOUSTON, TX 77070, IN  
: : THE AMOUNT OF USD 100,000.00 AVAILABLE WITH FIRSTRAND BANK  
: : LIMITED, JOHANNESBURG (THE 'PAYING BANK') BY SIGHT PAYMENT OF  
: : YOUR SIGNED AND DATED DEMAND OR AUTHENTICATED SWIFT DEMAND WORDED  
: : AS FOLLOWS WITH THE INSTRUCTIONS IN BRACKETS THEREIN COMPLIED  
: : WITH:

: : QUOTE

: : WE, BANCO REGIONAL DO KEVE, SARL, HEREBY DEMAND USD{INSERT AMOUNT  
: : OF DRAWING} UNDER WELLS FARGO BANK, N.A. LETTER OF CREDIT NO.  
: : [REDACTED] FIRSTRAND BANK LIMITED REFERENCE NO. {INSERT NUMBER}

Operations Group  
Northern California  
One Front Street, 21st Floor  
San Francisco, CA 94111

- 3 -

: SINCE WE HAVE RECEIVED A CLAIM FOR PAYMENT UNDER OUR GUARANTEE IN  
: FAVOR OF CONSELHO NACIONAL DE CARREGADORES DE ANGOLA ISSUED AT  
: WELLS FARGO BANK, N.A.'S REQUEST FOR THE ACCOUNT OF OIC SERVICES,  
: INC. PLEASE REMIT PAYMENT AS FOLLOWS {INSERT REMITTANCE  
: INSTRUCTIONS}  
: UNQUOTE

: OUR LETTER OF CREDIT IN YOUR FAVOR EXPIRES AT OUR OFFICE ON  
: JANUARY 31, 2012.

: ALL CHARGES IN CONNECTION WITH THIS LETTER OF CREDIT AND YOUR  
: GUARANTEE ARE FOR THE APPLICANT'S ACCOUNT. PLEASE SETTLE YOUR  
: CHARGES WITH US THROUGH FIRSTSTRAND BANK LIMITED.

: THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY  
: PRACTICES 1998 (ISP98), INTERNATIONAL CHAMBER OF COMMERCE  
: PUBLICATION NO. 590, AND ENGAGES US IN ACCORDANCE THEREWITH.

: INSTRUCTIONS TO THE PAYING BANK:

: PLEASE ADVISE THIS LETTER OF CREDIT TO THE BENEFICIARY WITHOUT  
: ADDING YOUR CONFIRMATION. ALL YOUR CHARGES IN CONNECTION WITH  
: THIS LETTER OF CREDIT ARE FOR THE APPLICANT'S ACCOUNT.

: IN THE EVENT OF A DRAWING, WE WILL REIMBURSE YOU IN ACCORDANCE  
: WITH YOUR INSTRUCTIONS NOT LATER THAN THE SECOND BUSINESS DAY  
: FOLLOWING THE BUSINESS DAY OF YOUR GIVING US AUTHENTICATED SWIFT  
: NOTICE OF THE DRAWING, SPECIFYING THIS LETTER OF CREDIT NUMBER,  
: THE AMOUNT DRAWN AND YOUR CHARGES AND BANCO REGIONAL DO KEVE,  
: SARL CHARGES (IF ANY) AND THAT THE DOCUMENT REQUIRED UNDER THE  
: LETTER OF CREDIT HAS BEEN FORWARDED TO US VIA COURIER.

: THE ADDRESS TO FORWARD ALL DOCUMENTS IS WELLS FARGO BANK, N.A.,  
: U.S. TRADE SERVICES - STANDBY LETTERS OF CREDIT, ONE FRONT  
: STREET, 21ST FLOOR, SAN FRANCISCO, CA 94111.

: 71B: CHARGES

: 49 : CONFIRMATION INSTRUCTIONS  
: WITHOUT

MSD/CES/REGISTRATION UNIT  
2011 JAN - 6 AM 10:14